BILL NO. S-83-07-36

SPECIAL ORDINANCE NO. S-156-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Hipskind Concrete Corporation, for Res. #5977-83, LaRez Neighborhood VII, Phase II.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Hipskind Concrete Corporation, for Res. #5977-83, LaRez Neighborhood VII, Phase II, is hereby ratified and affirmed and approved in all respects. The work under said Contract requires:

> improvement of curbs, sidewalks, wingwalks and drive approaches within the following streets: (1) DEWALD ST.: From the alley west of Clinton St. to Lafayette St. (2) BARR ST.: From Creighton Ave. to Butler St.
> ALTERNATE II - New Catch Basins;

the Contract price is Sixty-Two Thousand Nine Hundred Thirty-Five and No/100 Dollars ($62,935.00).

SECTION 2. Prior Approval was received from Council with respect to this Contract on May 24, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____________, the ____________ day of ____________, 19___, at ________ o'clock ___.M., E.S.T.

DATE: 7-26-83 Sandra E. Kennedy

CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO				✓	

DATE: 8-9-83 Sandra E. Kennedy

- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-156-83.

on the 9th day of August, 1983.

ATTEST: (SEAL)

Sandra E. Kennedy Ray A. Eisbart

CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1983, at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy

CITY CLERK

Approved and signed by me this 15th day of August 1983, at the hour of 9 o'clock A.M., E.S.T.

[signature]

WIN MOSES, JR. - MAYOR

BID ANALYSIS SHEET

PROJECT LaRez Neighborhood VII Phase II

DATE May 18 1983 RES. NO. 5977 MATERIAL

OFFICE OF CITY ENGINE[ER]
FORT WAYNE INDIANA

CONTRACTORS			Estimate	Extension	Hipskind Concrete		Gaines Const		Rieth-Riley		L.W Dailey	
Quan	Unit	Streets — Alleys — Sidewalks Material			Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid	Unit Bid	Total Bid
2365	SY	Concrete Removal	2 40	5,676 00	2 00	4730 00	2 25	5,321 25	2 75	6,503 75	3 00	7095 00
2825	LF	Curb Removal	1 20	3,390 00	1 00	2,825 00	1 25	3,531 25	1 00	2825 00	2 00	5,650 00
14950	SF	Concrete Sidewalk	1 50	22,425 00	1 40	20,930 00	1 42	21,229 00	1 56	23,322 00	1 60	23,920 00
2250	SF	Concrete Wingwalk Incl Ramps	1 90	4,275 00	1 80	4,050 00	1 80	4,050 00	1 80	4,050 00	1 75	3,937 50
100	SY	6" Concrete for Drives	18 50	1,850 00	15 80	1,580 00	16 00	1600 00	16 00	1,600 00	17 00	1,700 00
[illegible]	SY	8" " " "	18 50	5,087 00	17 80	4,895 00	18 00	4950 00	17 00	4,675 00	18 00	4,950 00
2705	LF	Concrete Curb Type III	7 00	18,935 00	6 00	16,230 00	6 00	16,230 00	5 80	15,689 00	8 50	22,992 50
3100	LF	Asphalt Patching	1 00	3,100 00	0 05	155 00	0 10	310 00	0 40	1,240 00	0 10	310 [illegible]
3100	SY	Seed, Mulch + Fertilizer	0 85	2,635 00	0 40	1,240 00	0 50	1,550 00	0 30	930 00	0 25	775 [illegible]
400	Ton	Topsoil	5 00	2,000 00	3 00	1,200 00	0 10	40 00	5 00	2,000 00	3 00	1,[illegible]
9	EA	Tree Removal	200 00	1,800 00	200 00	1800 00	245 00	2,205 00	185 00	1,665 00	200 00	1,80[illegible]
[illegible]	EA	New Tree (2")	200 00	1,200 00	200 00	1200 00	100 00	600 00	115 00	690 00	50 00	30[illegible]
14	EA	Adjust Casting To Grade	100 00	1,400 00	50 00	700 00	25 00	350 00	40 00	560 00	100 00	1,400 [illegible]
		Total		73,773 50		61,535 00		61,966 50		65,749 75		76,0[illegible]
		Alternate I										
[illegible]	SY	Concrete Removal	2 40	1,440 00	2 10	1,260 00	2 25	1,350 00	2 75	1650 00	3 [illegible]	1,80[illegible]
[illegible]	LF	Curb Removal	1 20	960 00	1 10	880 00	1 25	1,000 00	1 00	800 00	[illegible]	1,[illegible]
[illegible]	SF	Concrete Sidewalk	1 50	6,450 00	1 45	6,235 00	1 42	6106 00	1 56	6,708 00	1 [illegible]	[illegible]
[illegible]	[illegible]	Concrete Wingwalk Incl Ramps	1 90	665 00	1 90	665 00	1 80	630 00	1 80	630 00	1 75	612 [illegible]
[illegible]	SY	6" Concrete for Drives	18 50	647 50	16 20	567 00	16 00	560 00	16 00	560 00	17 00	595 [illegible]
[illegible]	LF	Concrete Curb Type III	7 00	5,600 00	6 00	4,800 00	6 00	4,800 00	5 80	4,640 00	8 50	[illegible]
[illegible]	[illegible]	Asphalt Patching	1 00	850 00	0 20	170 00	0 10	85 00	0 40	340 00	0 10	[illegible]

BID ANALYSIS SHEET

PROJECT *ALTERNAT*

DATE ______ RES. NO. ______ MATERIAL ______

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

CONTRACTORS					Hipskind		Gaines					
QUAN	UNIT	STREETS — ALLEYS — SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
900	SY	Seed, Mulch + Fertilizer	0 85	765 00	0 50	450 00	0 50	450 00	0 30	270 00	0 25	225 00
110	Ton	Top Soil	5 00	550 00	4 00	440 00	2 00	220 00	5 00	550 00	3 00	330 00
1	EA.	Adjust Casting to Grade	100 00	100 00	50 00	50 00	25 00	25 00	40 00	40 00	100 00	100 00
		Total		18,027 00		15,517 00		15,226 00		16,188 00		19,027 [illegible]
		Alternat II										
1	EA	New C.D Type 1-C	1200 00	1200 00		1400 00		1200 00	1400 00	1400 00	1,500 00	1500
		Grand Total		102,300 55		78,452 00		78,392 50		83,337 00		96,557 [illegible]

73-101-~~83~~ 30
7/6/83

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING July 26, 1983
RATIFICATION August 9, 1983

CONTRACT

This Agreement, made and entered into this 6th day of July, 1983.

by and between -----------------HIPSKIND CONCRETE CORPORATION -------------------
---------------------- 5502 MASON DRIVE, FORT WAYNE, INDIANA -------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Improvement Resolution No. 5977-83 LA REZ NEIGHBORHOOD VII, PHASE II curbs, sidewalks, wingwalks, and drive approaches within the following streets:
(1) DEWALD STREET: From the alley west of Clinton St. to Lafayette St.,
(2) BARR STREET: From Creighton Ave. to Butler St.

ALTERNATE II - New Catch Basins.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5977-83 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Two dollars and no cents per square yard	2.00
Curb Removal	One dollar and no cents per lineal foot	1.00
Concrete Sidewalk	One dollar and forty cents per square foot	1.40
Concrete Wingwalk Incl. Ramps	One dollar and eighty cents per square foot	1.80
6" Concrete For Drives	Fifteen dollars and eighty cents per square yard	15.80
8" Concrete For Drives	Seventeen dollars and eighty cents per square yard	17.80
Concrete Curb Type III	Six dollars and no cents per lineal foot	6.00
Asphalt Patching	No dollars and five cents per lineal foot	0.05
Seed, Mulch, Fertilizer	No dollars and forty cents per square yard	0.40

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5977-83 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally
*See Liquidated Damages Provision
and in all respects completed on or before *Sept. 30, 1983 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said Date ________, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 6th day of July, 1983

ATTEST:

____
Corporate Secretary

HIPSKIND CONCRETE CORPORATION
BY: [signature]
ITS: President
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]
____
[signature] Collins
____

____

____
Its Board of Public Works and Mayor.

ATTEST:
Helen V. Gockenaur
Secretary and Clerk

Continued

Topsoil	Three dollars and no cents per ton	3.00
Tree Removal	Two hundred dollars and no cents per each	200.00
New Tree (2")	Two hundred dollars and no cents per each	200.00
Adjust Casting to Grade	Fifty dollars and no cents per each	50.00
TOTAL BASE ESTIMATE	Sixty-one thousand, five hundred and thirty-five dollars and no cents	$61,535.00

<u>ALTERNATE II</u>

New C.B. Type I-C	Fourteen hundred dollars and no cents per each	1,400.00
TOTAL	Sixty-two thousand, nine hundred and thirty-five dollars and no cents	$62,935.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---------------------------- HIPSKIND CONCRETE CORPORATION ----------------------------
(Name of Contractor)

---------------------- 5502 MASON DRIVE, FORT WAYNE, INDIANA ------------------------
(Address)

a ______________________________________, hereinafter called Principal,
(Corporation, Partnership or Individual)

and FIDELITY & DEPOSIT
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of SIXTY-TWO THOUSAND, NINE HUNDRED AND THIRTY-FIVE DOLLARS AND NO CENTS --- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 6th day of July, 1983, for the construction of:

Improvement Resolution No. 5977-83 LA REZ NEIGHBORHOOD VII, PHASE II

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

(1) DEWALD STREET: From the alley west of Clinton St. to Lafayette St.,
(2) BARR STREET: From Creighton Ave. to Butler St.

ALTERNATE II - New Catch Basins.

at a cost of SIXTY-TWO THOUSAND, NINE HUNDRED AND THRITY-FIVE DOLLARS AND NO CENTS -- ($ 62,935.00-----------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in ______ (number) counterparts, each one of which shall be deemed an original, this 6th day of July, 1983.

(SEAL)

ATTEST:

Jan Hipskind
(Principal) Secretary

HIPSKIND CONCRETE CORPORATION
Principal

BY Pat Hipskind
President
(Title)

______
(Address)

Jerome F. Hipskind
Witness as to Principal

3415 Mono Gene
(Address)

Ft Wayne, Ind.

FIDELITY & DEPOSIT
Surety
BY Terence J Ward
Attorney-in-Fact
(Authorized Agent)

1928 INWOOD DRIVE

FORT WAYNE, IN 46815
(Address)

Marcia Quinn
Witness as to Surety

1928 INWOOD DRIVE
(Address)

FORT WAYNE, IN 46815

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we HIPSKIND CONCRETE CORPORATION as Principal, and the FIDELITY & DEPOSIT INSURANCE COMPANY ______________________, a corporation organized under the laws of the State of ______________, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of SIXTY-TWO THOUSAND, NINE HUNDRED AND THIRTY-FIVE DOLLARS AND NO CENTS ------------------------------------

($ 62,935.00--------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 6th day of July, 1983, enter into a contract with the City of Fort Wayne to construct

Improvement resolution No. 5977-83 LA REZ NEIGHBORHOOD VII, PHASE II

To improve curbs, sidewalks, wingwalks, and drive approaches within the following streets:

(1) DEWALD STREET: From the alley west of Clinton St. to Lafayette St.,
(2) BARR STREET: From Creighton Ave. to Butler St.

ALTERNATE II - New Catch Basins.

at a cost of $ 62,935.00------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

HIPSKIND CONCRETE CORPORATION
(Contractor)

BY: [signature]

ITS: President

ATTEST:

[signature]

Secretary
(Title)

FIDELITY & DEPOSIT
Surety

*BY: [signature]
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

BILL NO. S-83-07-36

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Hipskind Concret Corporation for Res. #5977-83, LaRez Neighborhood VII, Phase II

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

VICTURE L. SCRUGGS, VICE CHAIRMAN — Victure Scruggs

MARK E. GiaQUINTA — Mark E GiaQuinta

PAUL M. BURNS — Paul M. Burns

ROY J. SCHOMBURG — Roy J Schomburg

Concurred in 8-9 - S Kennedy

Admn. Appr. 6355

TITLE OF ORDINANCE Contract with Hipskind Concrete Corp. for Res. #5977-83

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-07-36

SYNOPSIS OF ORDINANCE Contract for Res. #5977-83, La Rez Neighborhood VII, Phase II, is for improvement of curbs, sidewalks, wingwalks and drive approaches within the following streets:

(1) DEWALD ST: From the alley west of Clinton St. to Lafayette St.

(2) BARR ST: From Creighton Ave. to Butler St.

Alternate II - New Catch Basins.

Contractor - Hipskind Concrete Corporation

PRIOR APPROVAL RECEIVED 5/24/83

EFFECT OF PASSAGE Improvement of La Rez Neighborhood VII, Phase II

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $62,935.00

ASSIGNED TO COMMITTEE